Purchase Order

Tempe

Dispatch via Phone

Purchase Order	Date	Revision	Page
TEMPE-0008236344	12/07/2016		1
	Freight Terms		**Ship Via**
	Destination		Common
Buyer	**Phone**		**Currency**
Michael Greene			USD

City of Tempe
PO ADDRESS
20 E 6TH ST
Tempe AZ 85281
United States

Vendor: 0000081450
HARRIS CORPORATION, GCSD
PO BOX 7247-LB 6759
PHILADELPHIA PA 19170-6759

Ship To: POLICE DEPARTMENT
120 E 5TH ST
Tempe AZ 85281
United States

Bill To: PO BOX
PO BOX 5002
Tempe AZ 85280
United States

Tax Exempt? N **Tax Exempt ID:** **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Maintenance agreement renewal for Harris Equipment for coverage from 1/1/2017 through 12/31/2017 per GSA GS-35F-0283J and T12-078-01		1.00 EA	31,796.00	31,796.00	12/01/2016

Contract ID: T12-078-01 Contract Line: 0 Release: 20

Total PO Amount 31,796.00

Authorized Signature

Contractor Performance Report

Contractor Name: Harris Corporation
Contract Description: Maintenance Agreement for Harris Products
Contract Number: T12-078-01
Term Status: 3 of 4

The above referenced contract will expire soon. Renewal periods are available to extend this contract if you deem it appropriate. In order to provide more structure to the renewal decision, please complete the supplier score card referenced below. Please know this is a public document and should be used to provide honest, accurate, and appropriate feedback that will be shared with contractors in a cooperative manner to recognize great performance or to encourage improvement where necessary. Circle the appropriate grade and include any comments you feel appropriate.

The grading scale: A = Exceeds Standards, B = Meets Standards and C = Below Standards

Criteria	Grade	Comments
Contract personnel responsiveness/cooperation and availability	(A) B C	
Overall quality of products or services delivered	(A) B C	
Timeliness of performance	A (B) C	
Quality of follow-up skills in resolving complaints or problems brought to contractor's attention	(A) B C	
Firm's promptness in submitting accurate invoices that reflected contract rates	A (B) C	

Please Note Any Suggestions for Improvement _____

Should this contract be renewed? Yes ✓ No ____

Name of Authorized Individual: R. Matson Date: 9/30/14

Harris Proprietary

Quote	QTE6779-05221
Date	1/6/2016
Page:	1

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Quotation

Bill To:

Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
diane_gallo@tempe.gov
120 E. 5th Street
Tempe 85281

Ship To:

Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
diane_gallo@tempe.gov
120 E. 5th Street
Tempe 85281

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	TEMPE		BEST WAY	Net 30	0/0/0000	6,152

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
			*			$0.00
	Yearly Maint Agreements provide extended hardware warranty and software upgrades. Each Maint Agreement extends maint for an additional year. See Maint Terms for additional information.					
			*			$0.00
	Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.					
			*			$0.00
	The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA Number is referenced on the PO.					
			*			$0.00
	Maint is prorated so that all units will expire on 1/1/2017					
1	M-07-60-100-000 20103		EA		$6,875.00	$6,875.00
1	M-18-60-100-000 40085	Mait 18100	EA		$16,320.00	$16,320.00
1	M-19-60-308-000 40312	Mait 19308	EA		$1,755.00	$1,755.00

Harris Proprietary

Quote	QTE6779-05221
Date	1/6/2016
Page:	2

Quotation

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Bill To:

Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
diane_gallo@tempe.gov
120 E. 5th Street
Tempe 85281

Ship To:

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	TEMPE		BEST WAY	Net 30	0/0/0000	6,152

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	M-19-60-311-000 36021	Mait 19311	EA		$1,755.00	$1,755.00
1	M-19-60-309-000 1066	Mait 19309	EA		$1,755.00	$1,755.00

Remit Payment To:

Electronic Funds Transfer (EFT):	*GCSD Mail Deposits:*	*GCSD Overnight Deliveries:*
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6859 C/O Citibank Delaware Lockbox Operations 400 White Clay Center Drive Newark, DE 19711 Phone number: 302-781-1702

Please reference the invoice number with your payment. **Harris Tax ID# 34-0276860**

Subtotal	$28,460.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$28,460.00

City of Tempe.

Finance and Technology
Procurement Office
20 E 6th Street
Tempe, AZ 85281

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2, ARTICLE VIII, SECTION 2-603(5)

Per Tempe City Code Chapter 2, Article VIII, Section 2-603(5):

It is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against any such persons in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidescrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

* CONTRACTOR means any person who has a contract with the City.

* VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

__X__ I hereby certify Harris Corporation to be in compliance with Tempe City Code Chapter 2, Article VIII, Section 2-603(5)

Firm **Harris Corporation**

Signature Brian W. Curry

Printed Name Brian W. Curry

Title Contracts Manager

Date October 7, 2014

Purchase Order

Tempe

Dispatch via Phone

Purchase Order	Date	Revision	Page
TEMPE-0008218954	09/03/2015		1

Payment Terms	Freight Terms	Ship Via
Due Immed	Destination	Common

Buyer	Phone	Currency
Michael Greene		USD

City of Tempe
PO ADDRESS
20 E 6TH ST
Tempe AZ 85281
United States

Vendor: 0000081450
HARRIS CORPORATION, GCSD
PO BOX 7247-LB 6759
PHILADELPHIA PA 19170-6759

Ship To: POLICE SUBSTATION
8201 S HARDY DR
Tempe AZ 85284
United States

Bill To: PO BOX
PO BOX 5002
Tempe AZ 85280
United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Specialized hardware to support Police investigations - Harris N-07-30-216-000		1.00EA	55,131.00	55,131.00	01/31/2016

Contract ID: ITADSPO13-036885 Contract Line: 0 Release: 14

Total PO Amount 55,131.00

Authorized Signature

HARRIS

Harris Proprietary

Quote	INV6779-05147
Date	4/23/2015
Page:	1

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Invoice

Bill To:
Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
diane_gallo@tempe.gov
120 E. 5th Street
Tempe 85281

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	TEMPE		BEST WAY	Net 30	0/0/0000	6,064

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		Delivery is 180 days ARO. Prices are subject to change. Quotes are valid 180 days from issue date. Attached Ts&Cs are applicable to all resultant orders.				$0.00
		Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.				$0.00
1	N-07-30-216-000	Delivery will be 180 days for the above product after receipt of unit for upgrade.	EA		$51,000.00	$51,000.00

New antenna

REQUISITION # 269430

REC'D (OK TO PAY) DG

DATE 4-24-15

Remit Payment To:

Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6859 C/O Citibank Delaware Lockbox Operations 400 White Clay Center Drive Newark, DE 19711 Phone number: 302-781-1702

Please reference the invoice number with your payment. Harris Tax ID# 34-0276860

Subtotal	$51,000.00
Misc	$0.00
Tax	$4,131.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$55,131.00

Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. Annual Software License Key Reactivation. Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com or contact Harris Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.

2. Annual Certification. As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

1. Definitions: In addition to the terms defined elsewhere, the following terms used herein have the following meanings:

a. **"Agreement"** means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
b. **"Customer"** means the purchaser of Equipment, Software, or Services from Harris.
c. **"Date of Acceptance"** means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
d. **"Environmental Laws"** means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
e. **"Equipment"** means any hardware, including components, but excluding any Software or Services.
f. **"Harris"** means Harris Corporation, acting through its Government Communications Systems.
g. **"Maintenance Agreement"** means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
h. **"Purchase Order"** means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
i. **"Purchase Price"** means the purchase price as identified in the Purchase Order.
j. **"Quote"** means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
k. **"Services"** means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
l. **"Software"** means software and firmware, including all copies provided to Customer.
m. **"WEEE Directive"** means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority

2. Restricted Use. All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18. Use of Equipment and/or software is strictly governed by applicable federal, state and local law associated with electronic surveillance. The Customers obligation to protect Equipment, Software and Services information includes, but not limited to, the names of specific products, pricing, technical and performance data. The customer shall not disclose, distribute, or disseminate any information regarding Customers purchase or use of Harris Equipment to the public in any manner including but not limited to: in press releases, in court documents and/or proceedings, internet, or during other public forums or proceedings.

The Customer warrants that it has legal authority to lawfully employ the Equipment and will do so only in such a manner and for such purposes. The Customer also warrants that it has obtained the requisite coordination for the acquisition and use of the Equipment with the appropriate U.S. Government agencies. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Customer shall not transfer, sell or assign the Equipment and/or Software without the prior written consent of Harris. The customer shall not in any civil or criminal proceeding, use or provide any information concerning Harris Equipment and/or Software beyond the evidentiary results obtained through the use of Equipment and/or Software without the prior written consent of Harris. The Customer shall notify Harris if it receives a request pursuant to the Freedom of Information Act (5 U.S.C. section 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process to disclose information regarding Harris Equipment and/or Software.

a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

3. Proposal/Quote Validity. Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.

4. Acceptance – Modification of Terms. The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.

5. Taxes. All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.

6. Shipping and Delivery. Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.

7. Title and Risk of Loss. Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

8. Payment Terms.

a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.

b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.

9. Annual Maintenance Agreement. Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).

b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.

c. For Software Maintenance Agreements Harris will provide notification of and free access to Software upgrades as defined in the maintenance agreement.

10. Equipment Return Policy.

a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.

c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.

d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA number. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.

e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment shows evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to Harris without the prior written authorization of Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determine, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

i. Acts of God.
ii. Physical impact, crash or foreign object damage.
iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect
v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.

d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.

e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

f. THIS WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.

b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.

c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.

d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.

e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing

f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either

i. Procure for Customer the right to continue using the Equipment;
ii. Replace it with a substantially equivalent non-infringing equipment;
iii. Modify it so it becomes non-infringing but substantially equivalent; or
iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life

b. The foregoing indemnity does not apply to the following:

i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.

c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.

d. All inventions are and shall at all times remain Harris's confidential or proprietary information. All rights, title and interest in and to the inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or

source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.

b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.

c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide Harris

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. Limitation of Liability. NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. Applicable Law, Venue, and Jurisdiction. The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. Jury Waiver. Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.

24. Assumption of Risk. Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.

25. Reliance on Counsel and Other Advisors. Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.

b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.

c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.

d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.

e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.

f. **Headings.** Headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation.

g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

h. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager

i. **English Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.

j. **GSA.** All purchase orders issued under the General Services Administration (GSA) Schedule #GS-35F-0263J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

k. **Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 2 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).

28. Entire Agreement. The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCS	Customer
Signature	Signature
CVPG Contracts	Michael Greene
Name	Name
Contracts	Procurement Administrator
Title	Title
9.8.2015	9-7-15
Date	Date

Tempe

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

✓ I hereby certify HARRIS CORPORATION, GCS (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: 9·8·2015

WPG Contracts
Print Name

Contracts Manager
Title

Harris Corporation
Company

Memo for the Record
Harris Corporation Sole Source

This contract is for the maintenance and support of specialized tracking hardware/software that is currently owned by the City and that was purchased by the Harris Corporation. Only one source exists for the support of this equipment. The prices have been reviewed and are considered fair and reasonable. The attached contract has been mutually developed and agreed to. The term of the agreement is for one year from the date of execution with the ability to renew for four additional years.

Submitted by:

Michael Greene

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Harris Corporation - GCSD

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 37, M/S 2-12A

Requester's name and address (optional)

City, state, and ZIP code
Melbourne, FL 32902-0037

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
3 4 - 0 2 7 6 8 6 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4-26-2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Quote	QTE6779-03209
Date	9/12/2011
Page:	1

Quotation

Bill To:

Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
480-858-6083

Tempe 85284

Ship To:

Burke Mattlin
burke_mattlin@tempe.gov
480-858-6083
Tempe AZ 85284

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	TEMPE	WPG5	BEST WAY	Net 30	0/0/0000	3,887

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	MT-AJW	Maintenance for AmberJack W	EA		$5,000.00	$5,000.00
	Extended maintenance for AmberJack W SN 0110. Purchasing this option will extend warranty for an additional year.					
1	MT-HARPC	Maintenance Harpoons CONUS	EA		$2,000.00	$2,000.00
	Extended maintenance for CONUS Harpoon SN 1066. Purchasing this option will extend warranty for an additional year.					
1	MT-HARPI	Maintenance Harpoons iDEN	EA		$2,000.00	$2,000.00
	Extended maintenance for iDEN Harpoon SN 1021. Purchasing this option will extend warranty for an additional year.					
1	MT-KF	Maintenance KingFish	EA		$4,000.00	$4,000.00
	Extended maintenance for KingFish SN 0432. Purchasing this option will extend warranty for an additional year.					
1	MT-SRII	Maintenance StingRay II	EA		$22,000.00	$22,000.00
	Extended maintenance for StingRay II SN 0085. Purchasing this option will extend warranty for an additional year.					
	NOTE		*			$0.00
	Each addtional Maint Agreement provides 12 months of extended hardware warranty and software upgrades. Extended Maint begins when payment is received.					

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Approved By:

Subtotal	$35,000.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$35,000.00

City of Tempe

Contract Renewal Notice

Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Number T12-078-01
Contract Description Maintenance Agreement for Harris Products

Date October 18, 2016

81450
Harris Corporation
Brooke Rutherford
PO Box 9800, M/S R5-11A
Melbourne, Florida 32902-9800

Renewal Information
Beginning January 1, 2017
Ending December 31, 2017
Renewal of

Contract Renewal Information

The above referenced contract is requested to be renewed under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified, and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach price increase justification documentation. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Harris Corporation certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S.§ 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be competed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Administration	Michael Greene, CPM	480-350-8516	michael_greene@tempe.gov
Procurement Specialist	Alicia Ruiz	480-350-8648	alicia_ruiz@tempe.gov

To Be Completed and Signed By Harris Corporation

Contractor's Name **Harris Corporation**

Contractor's Mailing Address PO Box 9800, M/S R5-11A Melbourne, Florida 32902-9800

Printed name of person signing Matt Pustay

Phone Number 321-359-7319

email Address wpgcontracts@Harris.com

Contractor's Authorized Signature *

* Harris agrees to renew subset contract at the prices identified in Quote Q000000395.

City of Tempe Contract Renewal Acceptance

Michael Greene, CPM
Procurement

11-22-16
Date

Michael Greene, CPM, CPPO
Procurement Administrator

11-22-16
Date

Contract Modification Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T12-078-01

Issue Date: 01/22/2016

Harris Corporation
Ms. Brooke Rutherford
P.O. Box 9800, M/S R5-11A
Melbourne, Florida 32902-9800

Effective Date: 01/01/2017

Expiration Date 12/31/2017

Contract Description: Maintenance Agreement for Harris Products

This Contract modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the contract.

The following is a list of current Harris equipment and its associated maintenance cost. All equipment maintenance was prorated to establish a common expiration date of December 31, 2016. The maintenance coverage shall be effective from January 1, 2017 through December 31, 2017. The agreement may be renewed beyond this date as provided for in the agreement. Payment shall be made in advance. This agreement is based on the terms and conditions contained herein as well as those established under GSA Contract Number GS-35F-0283J.

The following represents the new maintenance and support fees for the 2017 year:

Item No.	Product Description	Annual Maintenance Cost
1.	Antenna System, Model M-07-60-100-000, S/N 20103	$ 8,250.00
2.	Wireless System, Model M-18-60-100-000, S/N 40085	$ 17,804.00
3.	Power System, Model M-19-60-308-000, S/N 40312	$ 1,755.00
4.	Power System, Model M-19-60-311-000, S/N 36021	$ 1,755.00
5.	Power System, Model M-19-60-309-000, S/N 1066	$ 1,755.00
	Total Annual Maintenance Cost:	$31,796.00

The City is also amending the original agreement, Paragraph 3, Term of Agreement, as noted below:

Since this is a sole source agreement with no other alternative to source maintenance for the Harris equipment and realizing the parties have already spend considerable time negotiating contract terms and conditions, the original term of agreement is hereby modified to allow for one (1) additional extension.

To Be Completed and Signed By Contractor

Contractor's Name: Harris Corporation, Government Communications Systems Division

Contractor's Authorized Signature: B. Rutherford Date: 11/22/2016

City of Tempe Contract Modification Acceptance

City Procurement Officer Signature	11-22-16 Date	Procurement Administrator Signature	11-22-16 Date

Please note your City of Tempe contract number as shown above. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Requesting Department and Contact, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

City of Tempe

Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2, ARTICLE VIII, SECTION 2-603(5)

Per Tempe City Code Chapter 2, Article VIII, Section 2-603(5):

It is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against any such persons in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidescrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

* CONTRACTOR means any person who has a contract with the City.

* VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

X Current copy of antidiscrimination policy attached
https://www.harris.com/sites/default/files/downloads/basic-page/harris-code-of-conduct.pdf

____ I hereby certify Harris Corporation to be in compliance with Tempe City Code Chapter 2, Article VIII, Section 2-603(5), as well as in compliance with all City of Tempe ordinances, state and federal laws, executive orders, rules, and regulations relating to nondiscrimination.

Firm **Harris Corporation**

Signature

Printed Name Matt Posey

Title Supervisor, Contracts

Date 11/17/16

City of Tempe
Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familiar status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more shall provide a copy of its antidiscrimination policy to the city's procurement officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

X Our company has 15 or more employees and has included it's antidiscrimination policy that mirrors the City's policy;

____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-946-4321
100028--GAWU-16-17

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Zurich Insurance Company	40142
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Harris Corporation
Corporate Risk Management
1025 West Nasa Boulevard
Mail Stop A-12G
Melbourne, FL 32919

COVERAGES **CERTIFICATE NUMBER:** ATL-004047774-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO 3878580-02	07/01/2016	07/01/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP 3878579-02	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3878577-02 (AOS)	07/01/2016	07/01/2017	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WC 3878578-02 (NY,WI)	07/01/2016	07/01/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ES Contract No. 12-078, Expires 12.31.2016
City of Tempe, its officials, employees and volunteers are included as Additional Insured (except Workers' Compensation) where required by written contract.

CERTIFICATE HOLDER
City of Tempe
City Procurement Office
20 East 6th Street
Tempe, AZ 85090

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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Harris Proprietary

Quotation

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297

Quote	Q000000395
Date	October 17, 2016
Page	1 of 2

Bill To:
CITY OF TEMPE
MICHAEL GREENE
TEMPE, AZ
Michael_Greene@tempe.gov

Ship To:
CITY OF TEMPE
MICHAEL GREENE
TEMPE, AZ
Michael_Greene@tempe.gov

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Line Item	Qty	Part Number	Description	Unit Price	Extended Price
The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA Number is referenced on the PO.					
GSA	1	M-18-60-100-000	Mait 18100	$17,804.00	$17,804.00
40085					
GSA	1	M-19-60-308-000	Mait 19308	$1,914.00	$1,914.00
40312					
GSA	1	M-19-60-311-000	Mait 19311	$1,914.00	$1,914.00
36021					
GSA	1	M-19-60-309-000	Mait 19309	$1,914.00	$1,914.00
1066					
The items quoted below are Catalog Priced Items not available on the GSA Contract.					
	1	M-07-60-100-000		$8,250.00	$8,250.00
20103					

Remit to Payment:

Electronic Funds Transfer	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris – GCS Bank of America New York, NY 10038 Account No: 4451124214 ABA Routing No: 111000012	Harris, GCS- Bank of America P.O. Box 419425 Boston, MA 02241-9425	Harris – GCS Bank of America P.O. Box 419425 Boston, MA 02241-9425

Subtotal	$31,796.00
Tax	$0.00
Freight	$0.00
Purchase Price	$31,796.00

Please reference the invoice number with your payment. Harris Tax ID# 34-0276860

Payment Terms: NET 30
Freight Terms: FOB DESTINATION, SEE TERMS AND CONDITIONS

Additional Notes

Contract Modification Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T12-078-01

Issue Date: 01/22/2016

Harris Corporation
Ms. Brooke Rutherford
P.O. Box 9800, M/S R5-11A
Melbourne, Florida 32902-9800

Effective Date: 01/01/2016

Expiration Date 12/31/2016

Contract Description: Maintenance Agreement for Harris Products

This Contract modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the contract.

The following is a list of current Harris equipment and its associated maintenance cost. All equipment maintenance was prorated to establish a common expiration date of December 31, 2016. The maintenance coverage shall be effective from January 1, 2016 through December 31, 2016. The agreement may be renewed beyond this date as provided for in the agreement. Payment shall be made in advance. This agreement is based on the terms and conditions contained herein as well as those established under GSA Contract Number GS-35F-0283J.

Item No.	Product Description	Annual Maintenance Cost
1.	Antenna System, Model M-07-60-100-000, S/N 20103	$ 6,875.00
2.	Wireless System, Model M-18-60-100-000, S/N 40085	$16,320.00
3.	Power System, Model M-19-60-308-000, S/N 40312	$ 1,755.00
4.	Power System, Model M-19-60-311-000, S/N 36021	$ 1,755.00
5.	Power System, Model M-19-60-309-000, S/N 1066	$ 1,755.00
	Total Annual Maintenance Cost:	$28,460.00

The City will coordinate with Harris Corporation prior to the expiration term noted above to determine renewal pricing.

The City and Contractor have agreed to the following changes applicable to contract 12-078-01:

Section 15, Indemnification, is reworded as follows: To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, its agents, officer, officials, and employees from and against all direct claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the party, its agents, employees, subcontractors, for whose acts, errors, mistakes, omissions, work, services, or professional services it may be legally liable in the performance of this Contract. The indemnifying party's duty to hold harmless and indemnify the other party, its agents, officers, officials and employees shall arise in connection with any direct claim for damage, loss, or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by the acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by the indemnifying party or any employee of the indemnifying party or subcontractor for whose acts, errors, mistakes, omissions, work, services, or professional services the indemnifying party may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

Subsection 15.1, Limitation of Liability, is added as follows: NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR

LOSS OF USE EVEN IF THE PARTI HAVE BEEN ADVISED OF THE POSSI ITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY DIRECT CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL ANY PARTY'S LIABILITY TO THE OTHER CONTRACTING PARTY OR ANY THIRD PARTY CLAIMING THROUGH THE OTHER CONTRACTING PARTY EXCEED THREE TIMES THE ACTUAL PURCHASE PRICE PAID BY THE CITY FOR ANY SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT

Section 24.2, Deductibles and Self-Insured Retentions, is deleted in its entirety.

Section 24.3.1(a), Commercial General Liability and Automobile Liability Coverage, the following sentence is removed: The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the Contractors, employees, and agents, subcontractors, or sub-subcontractors activities.

Section 24.3.1(c), Commercial General Liability and Automobile Liability Coverage, is deleted in its entirety.

Section 24.3.3, All Coverages, is deleted in its entirety.

Section 24.4.2, Other Insurance Requirements, is reworded as follows: Provide copies of endorsements, if requested by the City, in addition to certificates of insurance.

Section 24.5, Subcontractors and Sub-subcontractors, is deleted in its entirety.

To Be Completed and Signed By Contractor

Contractor's Name Harris Corporation, Government Communications Systems Division (ESS)

Contractor's Authorized Signature P Rutherford Date: 3/28/2016

City of Tempe Contract Modification Acceptance//

City Procurement Officer Signature 3-28-16 Date

Procurement Administrator Signature 3-28-16 Date

Please note your City of Tempe contract number as shown above. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Requesting Department and Contact, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Contract Modification Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T12-078-01

Issue Date: 04/24/2014

Effective Date: 12/01/2013

Harris Corporation
Ms. Patty Sciandra
P.O. Box 9800, M/S R5-11A
Melbourne, Florida 32902-9800

Contract Description: Maintenance Agreement for Harris Products

This Contract modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the contract.

The following is a list of current Harris equipment and the status of maintenance schedules for the time period from December 1, 2013 through January 29, 2015:

Item No.	Product Description	Serial Number	Maintenance Term	Maintenance Cost
1.	Harpoons 2100	#160	12/01/2013 – 01/29/2015	$1,595.00
2.	Harpoons CONUS	#1066	12/01/2013 – 01/29/2015	$1,595.00
3.	AmberJack W	#399	12/01/2013 – 01/29/2015	$3,988.00
4.	HailStorm	On order	Warranty through 04/30/2015	TBD
5.	Harpoon 700/800	On order	Warranty through 04/30/2015	TBD
6.	~~KingFish~~	~~#432~~	Discontinued by City	NA

Maintenance Cost Due for the applicable units noted above is $7,178.00 and has been paid. The City will coordinate with Harris Corporation prior to the expiration term noted above to determine renewal pricing.

To Be Completed and Signed By Contractor

Contractor's Name _Harris Corporation_

Contractor's Authorized Signature Brian W. Curry Date: _5/15/2014_

City of Tempe Contract Modification Acceptance

City Procurement Officer Signature 5-18-14 Date

Central Services Administrator Signature 5/18/14 Date

Please note your City of Tempe contract number as shown above. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Requesting Department and Contact, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Contract Renewal Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: T12-078-01

Issue Date: 05/12/2014
Vendor Number: 81450

Harris Corporation
Patty Sciandra
PO Box 9800, M/S R5-11A
Melbourne FL 32902-9800

Contract Renewal: 12/01/2013 Through
Contract Expiration: 11/30/2014

Contract Description: Maintenance Agreement for Harris Products

Contract Term Status: 2nd

Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

The City requires the following paragraph to be added to the above referenced contract as part of this renewal:

Legal Compliance: Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

City of Tempe Procurement Officer: Mi .el Greene
City of Tempe Contracts Compliance: Alicia Ruiz

Phone No. (480) 350-8516
Phone No. (480) 350-8648

To Be Completed and Signed By Contractor

Contractor's Name: _Harris Corporation_____ E-mail Address: _bcurry@harris.com_____

Contractor's Mailing Address: _P.O. Box 37, Melbourne, FL 32902_____

Contractor's Phone/FAX: Phone No. (321) 309-7163 Fax No. (321) 726-3123

Contractor's Authorized Signature: Brian W. Curry Date: _May 20, 2014_____

Insurance Expiration Date: **Immediately** Contractor must provide insurance renewal by: **Immediately**

City of Tempe Contract Renewal Acceptance

City Procurement Officer Signature 5-20-14 Date

Central Services Administrator Signature 5-20-14 Date

CSP217R (5/08)

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

__X__ I hereby certify Harris Corporation (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Brian W. Curry
Signature

Date: _May 20, 2014_____

_Brian W. Curry_____
Print Name

_Contracts Manger_____
Title

_Harris Corporation_____
Company

Contract Renewal Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: T12-078-01

Issue Date: 12/04/2012
Vendor Number: 81450

Harris Corporation
Patty Sciandra
PO Box 9800, M/S R5-11A
Melbourne FL 32902-9800

Contract Renewal: 12/01/2012 Through
Contract Expiration: 11/30/2013

Contract Description: Maintenance Agreement for Harris Products

Contract Term Status: 1st

Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

The City requires the following paragraph to be added to the above referenced contract as part of this renewal:

Legal Compliance: Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

City of Tempe Procurement Officer: Michael Greene
City of Tempe Contracts Compliance: Alicia Ruiz

Phone No. (480) 350-8516
Phone No. (480) 350-8648

To Be Completed and Signed By Contractor

Contractor's Name: Harris Corporation, GCS E-mail Address: bcurry@harris.com

Contractor's Mailing Address: P.O. Box 37, M/S R5-11A, Melbourne, FL 32902

Contractor's Phone/FAX: Phone No. (321) 309 - 7163 Fax No. (321) 726 - 3123

Contractor's Authorized Signature: Brian W. Curry Date: 05 December 2012

Insurance Expiration Date: **Immediately** Contractor must provide insurance renewal by: **Immediately**

City of Tempe Contract Renewal Acceptance

City Procurement Officer Signature 12-4-12 Date

Central Services Administrator Signature 12-4-12 Date

Contract Modification Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: T12-078-01

Issue Date: 12/04/2012

Effective Date: 12/04/2012

Harris Corporation
Patty Sciandra
PO Box 9800, M/S R5-11A
Melbourne FL 32902-9800

Contract Description: Maintenance Agreement for Harris Products

This Contract modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per the terms and conditions of the above referenced contract.

Pricing

Item No.	Item Description	Serial Number	Maintenance Term	Maintenance Costs
1.	AmberJack W	0110	12/1/2012 – 11/30/2013	$5,000
2.	Harpoon (CONUS Dual Band) (850/1900)	1066	12/1/2012 – 11/30/2013	$2,000
3.	Harpoon (iDen Single Band) (800)	1021	12/1/2012 – 11/30/2013	$2,000
4.	KingFish	0432	12/1/2012 – 11/30/2013	$4,000
5.	Harpoon (2100 Single Band) (2100)	40312	Current - 11/30/2013	Paid through 11/30/2013
6.	StingRay II	0085	Current - 11/30/2013	Paid through 11/30/2013

Cost to renew maintenance for term from December 1, 2012 to November 30, 2013 for the four top listed products (items 1 – 4) will be $13,000. The last two products (items 5 – 6) are paid through the end of November of 2013 and will need to be added to the subsequent maintenance renewal at that time.

Please note your City of Tempe contract number as shown above. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, , Attn: , P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Procurement Officer

Michael Greene, CPM
Central Services Administrator

Contractor Performance Report

Contractor Name: Harris Corporation
Contract Description: Maintenance Agreement for Harris Products
Contract Number: T12-078-01
Term Status: 1

The above referenced contract will expire soon. Renewal periods are available to extend this contract if you deem it appropriate. In order to provide more structure to the renewal decision, please complete the supplier score card referenced below. Please know this is a public document and should be used to provide honest, accurate, and appropriate feedback that will be shared with contractors in a cooperative manner to recognize great performance or to encourage improvement where necessary. Circle the appropriate grade and include any comments you feel appropriate.

The grading scale: A = Exceeds Standards, B = Meets Standards and C = Below Standards

Criteria	Grade	Comments
Contract personnel responsiveness/cooperation and availability	(A) B C	
Overall quality of products or services delivered	(A) B C	
Timeliness of performance	(A) B C	
Quality of follow-up skills in resolving complaints or problems brought to contractor's attention	(A) B C	
Firm's promptness in submitting accurate invoices that reflected contract rates	(A) B C	

Please Note Any Suggestions for Improvement
WOULD LIKE TO ADD NEW EQUIPMENT PURCHASED FROM HARRIS CORP TO MAINTENANCE AGREEMENT.

Should this contract be renewed? Yes ✓ No_____

Name of Authorized Individual: GARY WALDRON Date: 11-29-12

Contract Award Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T12-078-01

Staff Summary # N/A

Harris Corporation
Patty Sciandra
PO Box 9800, M/S R5-11A
Melbourne FL 32902-9800

Contract Period 12/14/2011 To 12/13/2012

Phone: 1(800)358-5297
psciandr@harris.com

Vendor Number: 81450

Solicitation/Contract Requirements

This Contract Award Notice is issued for the purchase of **Maintenance Agreement for Harris Products** per the terms, conditions, specifications and requirements of **Purchase Agreement #12-078.** The contract shall remain in effect through **12/13/2012** unless extended, renewed or canceled per terms and conditions of **T12-078-01.** It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item No.	Item Description	Unit Price
1.	Maintenance for AmberJack W	$5000.00
2.	Maintenance for Harpoons CONUS	$2000.00
3.	Maintenance for Harpoons iDEN	$2000.00
4.	Maintenance for KingFish	$4000.00
5.	Maintenance for StingRay II	$22,000.00

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T12-078-01.** This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Department - Employee**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Michael Greene, CPM
Procurement Officer
(480) 350-8548

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER

All terms and conditions of this Award Document are per the City's Solicitation Document

CITY OF TEMPE
PURCHASE AGREEMENT NO. 12-078
EQUIPMENT MAINTENANCE AGREEMENT FOR HARRIS PRODUCTS

This Purchase Agreement No.12-078 for an Equipment Maintenance Agreement for Harris GCSD products ("Agreement") as modified by Exhibit A (Harris Corporation's standard Maintenance Agreement terms) is entered into by the City of Tempe (the "City") and Harris Corporation – Wireless Products Group (Contractor").

The parties agree as follows:

1. Service: Contractor shall provide the following: Annual maintenance agreement to include 12 months of hardware warranty and software releases for software owned by the City as outlined in Exhibit A for the following equipment:

   a) AmberJack W, SN 011
   b) Harpoons CONUS, SN 1066
   c) Harpoons iDEN, SN 1021
   d) KingFish, SN 0432
   e) StingRay II, SN 0085

2. Pricing. Pricing is as follows: $35,000 per year for the first year;

3. Term of Agreement. To begin upon signed execution of this agreement and continue for one year. Any resultant contract may be mutually renewed by the parties in annual increments not to exceed a total of four additional years. Prices will be firm for one year. Price adjustment may be requested after the contract has been in effect for one year. Price adjustments shall be evaluated by the City to determine reasonableness and must be fully documented and justified by Contractor.

TERMS AND CONDITIONS

4. Modification. No modification of this Agreement shall bind City unless City agrees to such modification in writing.

5. Title and Risk of Loss. The title and risk of loss of materials and/or goods shall not pass to City until City actually receives the materials and/or goods at the point of delivery.

6. Invoices. A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods or completion of services and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or completion of services or date of receipt of correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken

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on full amount of invoice. The City's obligation is payable solely from funds appropriated for the purpose of acquiring the goods referred to in this Purchase Order. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. City's obligation is payable solely from funds appropriated for the purpose of acquiring the materials and/or goods stated herein. All invoices issued in reference to this Agreement shall identify and reference the Purchase Order number.

7. Inspection. All materials and/or goods are subject to final inspection and acceptance by City. Materials or goods failing to meet the requirements of this Agreement shall be at Contractor's risk and may be returned to Contractor, at Contractor's sole expense.

8. No Replacement of Defective Tender. Every tender of materials and/or goods shall fully comply with the provisions herein. If a tender is made that does not fully conform, it shall constitute a breach of this Agreement and Contractor shall not have the right to substitute a conforming tender.

9. Gratuities. This Agreement may be terminated by City if it is determined that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor to any agent or representative of the City, with a view toward securing an order or favorable treatment concerning the awarding or amending, or the making of determinations with respect to this Agreement. In the event the Agreement is terminated under this provision, City is entitled to withhold from and/or recover from Contractor, the amount of gratuity.

10. a. Warranty. Contractor expressly warrants that all materials and/or goods delivered under the Contract shall be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. Contractor additionally expressly warrants that all workmanship shall be finest and first-class, and all services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City. Contractor agrees to make good by replacement and/or repair, at its sole expense, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedy.

b. Additional Product Warranty: Contractor shall provide a complete and exclusive statement of the product warranty to City upon delivery of materials

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and/or goods. Additional warranty offers will be relatively considered as appropriate to life cycle costing.

11. No Assignment. No right, interest or duty pursuant to this Agreement may be assigned by Contractor without the prior written permission of City.

12. Legal Compliance. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work, products, goods, facilities and services pursuant to the Agreement, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Agreement and Contractor is subject to penalties for violation(s) of this provision, including termination of this Agreement. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Agreement to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof. Additionally, in accordance with A.R.S. 35-397, the Contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

13. Equal Opportunity. City is an equal opportunity, affirmative action employer. Contractor hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Contractor covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

15. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold

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harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

14. Liens. All goods or services delivered and labor performed under this Agreement shall be free of all liens, and if City requests, a formal release of liens shall be delivered to City.

15. Conflict of Interest. Contractor agrees to promptly disclose any and all financial and/or economic interest that may constitute a conflict of interest. Should Contractor gain any financial or economic interest in the subject project during the term of this Agreement, such interest constitutes grounds for termination of the Agreement by the City in its sole discretion. This Agreement is subject to cancellation pursuant to A.R.S. §38-311.

16. Applicable Law. This Agreement shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this resultant Agreement or in statutes or ordinances pertaining specifically to the City. This Agreement shall be governed by State of Arizona law and suits pertaining to this Agreement may only be brought in courts located in Maricopa County, Arizona.

17. Dispute Resolution. If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies pursuant to Arizona law. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such legal action or proceeding, and such fees and costs shall be included in any judgment rendered as determined by the Court. In addition, if any person should institute a claim or action against the Contractor in which City is made a party defendant, Contractor shall indemnify, defend and hold City harmless for, from and against all liability by reason thereof, including reasonable attorney's fees and all costs incurred by City in such action.

18. Relationship of Parties. Contractor is an independent contractor. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

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19. Licenses. Contractor shall maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted, as well as the materials, goods and/or services contemplated herein.

20. Infringement of Patent or Copyright. Contractor agrees to save, keep, hold harmless and fully indemnify the City from any and all damages, costs and expenses arising at any time out of or relating to infringement of the patent right, copyright, intellectual property right or trademark of any person or persons in consequences of use by the City, or by any of its officers, agents, employees, from and against Contractor-supplied materials and goods. This covenant is irrevocable and shall survive the term of this Agreement.

21. Ownership of Documents. All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Agreement are and shall remain the property of the City and are to be delivered to the City before the final payment is made to the Consultant. The City shall retain ownership of all work products, however, if approved in writing by the City, the Consultant may retain the original drawings and supply the City with reproducible mylar copies. This paragraph will have no impact or control over Harris proprietary and intellectual property such as source code, etc.

22. Default Provisions.

22.1. City reserves the right to immediately terminate the whole or any part of this Agreement due to Contractor's failure to carry out any obligation, term, or condition of the Agreement. The occurrence of any or more of the following events shall constitute a default and a breach of this Agreement:

22.1.1. Contractor fails to provide materials and/or goods that conform to any specifications of the Agreement;

22.1.2. Contractor fails to adequately perform the services set forth in the Agreement;

22.1.3. Contractor fails to complete services required, furnish materials and/or goods within the time specified or fails to make progress required by the Agreement; or

22.1.4. Contractor gives the City reason to believe that Contractor will not or cannot perform to the requirements of the Agreement.

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22.1.5. Contractor fails to perform any other term or condition of this Agreement and fails to cure such non-performance within ten (10) days after written notice from the City

22.2. In the event of default, City shall be entitled to remedy said default using any and all rights and remedies at law or in equity, in its discretion, including but not limited to, bringing a suit or proceeding to enforce the provisions of this Agreement, collection against surety or performance bond, or otherwise.

23. Termination. This Agreement may be terminated at City's discretion by providing a thirty (30) day written notice of termination to Contractor.

24. Insurance. Prior to commencing services under this Agreement, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Contractors with self-insurance, proof of self-insurance with minimum limits set forth herein must be submitted on proper forms for evaluation prior to award of Agreement.

No Agreement Award Notice or Purchase Order shall be issued to Contractor until receipt of all required insurance documents by the City Procurement Office, meeting all requirements specified herein. In addition, prior to any renewal of Agreement, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit proof of required insurance within ten (10) calendar days after award to the City Procurement Office. Failure to comply shall result in termination of this Agreement or the award may be rescinded and another vendor selected.

24.1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

24.1.1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

24.1.2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.

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24.1.3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.

24.1.4. Other Insurance: (If applicable, see supplement.)

24.2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-ensured retentions as respects the City, its officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

24.3. Other Insurance Provisions. The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

24.3.1. Commercial General Liability and Automobile Liability Coverage:

a. City, its officials, employees, and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the Contractors, employees, agents, subcontractors, or sub-subcontractors activities.

b. Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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24.3.2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

24.3.3. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by Contractor, reduced in coverage or in limits, except upon City's express approval thereof. Any proposed change in coverage shall be to the City for approval thirty (30) days prior to the effective date of such change by certified mail return receipt requested.

24.4. Other Insurance Requirements:

24.4.1. Contractor shall prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City clearly evidencing all insurance required in this Agreement and confirming that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except upon approval by the City, and in accord with stated insurance requirements of this Agreement. City is and shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

24.4.2. Provide certified copies of endorsements and policies, if requested by the City, in lieu of or in addition to certificates of insurance.

24.4.3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the Agreement term.

24.4.4. Maintain such insurance from the time services commence until full completion. Should any required insurance lapse during the Agreement term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. City may at its sole discretion, terminate this Agreement effective on the date of such lapse of insurance.

24.4.5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.

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24.4.6. Maintain such coverage continuously throughout the term of this Agreement and without lapse for a period of two (2) years beyond the Agreement expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the Agreement term give rise to the claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

24.5. Subcontractors and Sub-Subcontractors. Contractor shall include all subcontractors and sub-subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for Contractor.

24.6. Safety. Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

25. Contractor's Records. Contractor agrees to retain all books, accounts, reports, files and other records relating to this Agreement pursuant to A.R.S. § 35-214. Contractor shall make said records available at all reasonable times for inspection and audit by the City during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. Terms and provisions of FAR Part 12 shall take precedence over any portion of this paragraph.

26. Unauthorized Firearms and Explosives. No person conducting business on City property is permitted to carry a firearm or explosive of any type. Contractor shall comply with this requirement at all times. Failure to comply with this requirement shall result in termination of the Agreement. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to termination, violators and Contractor shall be subject to legal and criminal penalties.

27. Entire Agreement. This Agreement (along with Exhibit A) represents the parties' entire Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this the 14 day of December, 2011.

CITY OF TEMPE

By: _____
Central Services Administrator

Harris Corporation

By: Patricia Sciandra
Contractor Signature

Contracts Administrator
Title

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Harris Corporation
Government Communications Systems Division
Wireless Products Group

Maintenance Agreement Terms and Conditions
Effective Date: February 15, 2011

This is a Maintenance Agreement between Harris Corporation, acting through is Government Communications Systems Division, ("Harris") and the Buyer or User of the Equipment (collectively, the "Buyer"). Harris and the Buyer agree as follows:

1. **Definitions.** In addition to the terms defined in the Agreement, capitalized terms used herein have the following meanings:

   a. "**Agreement**" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
   b. "**Buyer**" means the purchaser of the Equipment, Software, or Services from Harris.
   c. "**Date of Acceptance**" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
   d. "**Equipment**" means any Harris Wireless Products Group hardware and accessories, including components, but excluding any Software or Services.
   e. "**Harris**" means Harris Corporation, acting through its Government Communications Systems Division, Wireless Products Group.
   f. "**Purchase Order**" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
   g. "**Purchase Price**" means the purchase price as identified in the Purchase Order.
   h. "**Quote**" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price.
   i. "**Services**" means training, maintenance support, or other services to be provided to Customer as part of the Agreement.
   j. "**Software**" means software and firmware, including all copies provided to Customer.
   k. "**User**" means the actual end-user of the Equipment if such person or entity is not the same as the Buyer.

2. **Standard Limited 12-Month Maintenance Agreement.**

   a. **Scope.** This Maintenance Agreement applies to all Harris Equipment purchased under the Agreement and used for the purposes normally intended, except for Equipment specifically excluded. This Maintenance Agreements also includes:

      - Customer Telephone Support (8 am – 6 pm ET).
      - Warranty on hardware.
      - Notification of and free access to software upgrades as released.

   b. **Term.** This Maintenance Agreement is valid for one (1) year from the date of Equipment purchase.

c. **Repair or Replacement.** Harris will, at its option, repair or replace the defective Equipment or defective part of the Equipment without charge to the Buyer. Buyer must notify Harris in writing of any defect within ten (10) days from the date of Buyer's discovery of the defect. If Harris confirms that a defect exists and Harris is unable to resolve the problem without having the Equipment shipped to Harris, then Harris will, at its option and its cost, repair or replace the defective Equipment or defective part and return the Equipment to the Buyer, provided however, that the repair or replacement is due to a cause covered under this Maintenance Agreement. The foregoing is the sole and exclusive remedy under this Maintenance Agreement.

3. **Items Excluded from this Maintenance Agreement.** The following are not covered under this Maintenance Agreement:

   a. Defects or failures caused by Buyer or User abuse or misuse of the Equipment.
   b. Defects or failures caused by unauthorized attempts to repair or alter the Equipment in any way.
   c. Items of temporary and/or inherently indeterminate life, such as bulbs, fuses, batteries, etc.

4. **Maintenance Agreement Service Warranty.**

   a. Any repair service performed by Harris under this Agreement is warranted to be free from defects in material or workmanship for sixty (60) days from the date of repair or the remaining term of this Agreement, whichever is longer. All terms and exclusions of this Maintenance Agreement apply to such warranty.

   b. HARRIS MAKES NO OTHER AGREEMENTS BEYOND THE EXPRESS MAINTENANCE AGREEMENT AS CONTAINED HEREIN. ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE EXCLUDED. IN NO EVENT SHALL HARRIS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THIS MAINTENANCE AGREEMENT OR ANY ACTS OR OMISSIONS RELATED TO THE USE OF ANY EQUIPMENT DELIVERED OR SERVICES FURNISHED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BENEFICIAL USE, EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY).

5. **Extended Annual Maintenance Agreement.** Upon expiration of the Standard Limited 12-Month Maintenance Agreement as described in Paragraph 2, an Extended Annual Maintenance Agreement may be purchased for the Equipment. Pricing for annual maintenance is available by quote upon written request. Extended Annual Maintenance Agreements will be referenced to the top level serial number of the Equipment for which the original Maintenance Agreement was purchased. Software protocols and peripheral controllers also will be covered under the Extended Annual Maintenance Agreement. However, if an additional software protocol is purchased after the initial purchase of Equipment, the Maintenance Agreement will be extended for one (1) year at no additional cost to the Buyer from the purchase date of the additional protocol.

6. **Payment Terms.** Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement and of Harris' obligation to perform.

7. **Restricted Use.** The Equipment covered under this Maintenance Agreement is a restricted use item and can only be sold to authorized U.S. government agencies, or other authorized users, pursuant to

18 U.S.C. § 2510 et seq. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.

8. **Compliance with Laws.** Buyer shall comply with all applicable federal, state and local laws, regulations, rules and orders related to the use of the Equipment.

9. **U.S. Export License and Transfer Approvals.** Buyer represents and warrants that no technical data furnished related to the Equipment shall be disclosed to any foreign nation, person, firm, or country, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. Buyer shall first obtain the written consent of Harris prior to submitting any request for authority to export any such technical data. If Buyer receives export controlled information and improperly discloses such information provided Harris properly identified the information as export controlled at the time of Buyer's receipt, Buyer shall to the fullest extent permitted by law indemnify and hold Harris harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Buyer to comply with this clause or with the ITAR or EAR, and from any third party claims or noncompliance by Buyer, its agents or employees.

10. **Pricing.** The Equipment is being sold in accordance with the current price list published by Harris. Prices and the terms and conditions of sale are subject to change without notice.

11. **License.** By acceptance of delivery and/or use of the Equipment, the Buyer grants Harris a nonexclusive, nontransferable, worldwide, paid-up license to use the Software and documentation only on the designated Equipment and in conjunction with the Agreement and with Harris' customary business operations. Buyer shall not copy the Software and all Software, manuals and associated documentation remain the property of the Harris or of the Software developer or licensor. No transfer of ownership or rights in technical data, patents, copyrights or trade secrets are expressed or implied.

12. **Rights to Inventions.** All Inventions are and shall at all times remain Harris' Confidential Information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. For purposes hereof, "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the Equipment, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of Buyer's use of the Equipment.

SOLE SOURCE DETERMINATION AND JUSTIFICATION FORM

Tempe

TO: Michael Greene, C.P.M., Central Services Administrator

FROM: Chief Tom Ryff, Tempe Police Department

As the Police Department Manager of the City of Tempe for which the sole source item will be contracted, I have conducted a good faith review of available sources and determined that only one (1) reasonable and practicable provider exists, consistent with the information provided herein. Provided you agree, I hereby authorize the City of Tempe Procurement Office to work with said department to negotiate an acceptable contract with this provider.

Relating to this purchase, there are no conflicts of interest, legal, ethical or preference issues that would compromise my department or this procurement.

Department Manager Signature	11/10/11 Date
Procurement Officer Signature	12-14-11 Date
Central Services Administrator Signature	12-14-11 Date

NAME OF SOLE SOURCE PROVIDER: Harris Corporation – Wireless Products Group

Mailing Address: P.O. Box 9800, M/S R5-11A, Melbourne, Florida 32902-9800

Phone Number: 800-358-5297 FAX Number: 321-309-7437

Web Address: wpg@harris.com

Total Cost of item or service being requested: $ $35,000

Describe the item(s) or services being requested to include justification for sole source:

The sole source procurement being requested is the renewal of an equipment maintenance agreement with Harris Corporation for one year. The maintenance agreement will cover equipment that was purchased directly from Harris Corporation, who is also the sole manufacturer and only vendor authorized to conduct maintenance on the equipment. The total cost of this maintenance agreement is $35,000 and includes an extension of the existing warranty, software upgrades, and technical support for a period of one year. The technical support and software upgrades provided by this maintenance agreement are crucial to the continued effectiveness of the specialized equipment.

The specialized equipment covered by this maintenance agreement is used primarily in conjunction with investigations conducted by the Criminal Investigations Bureau and the Special Investigations Bureau of the Tempe Police Department. These types of investigations include homicides, robberies, thefts, illegal drugs, money laundering, etc. The equipment associated with this maintenance agreement has aided in the arrest and prosecution of numerous suspects engaged in racketeering type crimes and has proven to be an indispensable aid in the furtherance of those investigations. This maintenance agreement will allow the Tempe Police Department to continue to utilize the specialized equipment to conduct quality investigations.

Sole Source Considerations:

☒ A. Interface upgrades, add-on parts and components to existing, City owned equipment which requires total compatibility assurance; license renewals for City owned software, and repair and maintenance for City owned equipment and software for which it is technologically and cost effective to procure from the original seller or manufacturer.

☐ B. Materials for resale in City concession operations which are purchased in response to customer demands.

☐ C. Spot market purchases which are evidenced to provide a substantial savings to the City.

☐ D. Specialized computer software for network infrastructure applications which have been technically reviewed, tested and justified by the City's information technologies division, obtainable from a single source.

☐ E. Professional services.

☐ F. Other. (Attach detailed explanation attached of exclusive manufacturing, production or distribution rights and detailed justification for not bidding with price explanation).

Firm price quotation attached from Sole Source Provider:

If received, please attach the firm price written quotation from sole source provider.

(Quoted prices shall be firm and inclusive of all costs, including delivery

The following excerpt is from the City's Procurement Ordinance governing Sole Source purchases:

Sec. 26A-12. Sole source procurement.

(a) A purchase may be made or contract awarded by the procurement office without competition when a department manager, procurement officer, and procurement administrator determines in writing, after conducting a good faith review of available sources, that there is only one reasonable and practicable source for the required material or service. The department requesting the sole source procurement shall provide written evidence to support a sole source determination. The procurement officer will participate with the department in the conduct of negotiations, as appropriate, to price, delivery and terms. The procurement officer may require the submission of cost or pricing data in connection with a purchase or award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a public record.

(b) The following items may be approved for sole source procurement:

(1) Interface upgrades, add-on parts and components to existing, city owned equipment which requires total compatibility assurance; license renewals for city owned software, and repair and maintenance for city owned equipment and software for which it is technologically and cost effective to procure from the original seller or manufacturer;

(2) Materials for resale in city concession operations which are purchased in response to customer demands;

(3) Spot market purchases which are evidenced to provide a substantial savings to the city and which are approved by the procurement administrator or a party delegated by the procurement administrator to review the justification for spot market purchase requests. Such spot market purchases to be requisitioned and obtained through the procurement office. Any purchase of a dollar amount requiring council approval shall be submitted for review at the next scheduled council meeting date;

(4) Specialized computer software for network infrastructure applications which have been technically reviewed, tested and justified by the city's information technologies division, and which are obtainable from a single source. This shall not apply to individual PC software obtainable from multiple suppliers; or

(5) Professional services, as determined by the department manager, shall be reviewed by the procurement administrator and the city attorney.

(Ord. No. 97.55, 12-11-97; Ord. No. 2001.17, 7-26-01; Ord. No. 2007.72, 10-25-07)

Purchase Order

Tempe

Dispatch via Phone

Purchase Order	Date	Revision	Page
TEMPE-0008223985	03/28/2016		1

Payment Terms	Freight Terms	Ship Via
Due Immed	Destination	Common

Buyer	Phone	Currency
Michael Greene		USD

City of Tempe
PO ADDRESS
20 E 6TH ST
Tempe AZ 85281
United States

Vendor: 0000081450
HARRIS CORPORATION, GCSD
PO BOX 7247-LB 6759
PHILADELPHIA PA 19170-6759

Ship To: POLICE SUBSTATION
8201 S HARDY DR
Tempe AZ 85284
United States

Bill To: PO BOX
PO BOX 5002
Tempe AZ 85280
United States

Tax Exempt? N **Tax Exempt ID:** **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Harris annual maintenance agreement to support specialized equipment from January 1, 2016 through December 31, 2016. The amount shown is a lump sum payment. All services shall be in accordance with contract T12-078-01.		1.00EA	28,460.00	28,460.00	12/31/2016

Contract ID: T12-078-01 Contract Line: 0 Release: 19

Total PO Amount 28,460.00

This PO was e-mailed to firm - p

Authorized Signature

HARRIS

Harris Proprietary

Quote	QTE6779-04827
Date	4/21/2014
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Quotation

Bill To:

Tempe Police Department
Michael Greene
8201 S. Hardy Drive
Michael_Greene@tempe.gov
Tempe AZ 85284

USA

Ship To:

Tempe Police Department
Michael Greene
8201 S. Hardy Drive
Michael_Greene@tempe.gov
Tempe AZ 85284

USA

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	TEMPE	WPG3	BEST WAY	Net 30	0/0/0000	5,699

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE The GSA Contract Number for purchasing items is GS-35F-0283J. Please ensure that the GSA Number is refe the PO.					$0.00
	NOTE Extended Maintenance agreements provide additional year of maintenance beyond the 1 year coverage included with the product.					$0.00
1	MT-HARP21 SN#160	Maintenance H			$1,914.00	$1,914.00
1	MT-HARPC SN#160	Maintenance H			$1,914.00	$1,914.00
1	MT-AJW SN#399	Maintenance for Piggyback W	EA		$4,786.00	$4,786.00
1	MT-KF SN#432	Maintenance KingFish	EA		$3,829.00	$3,829.00
1	MT-HLS Item not shipped at this time.	Maintenance HailStorm	EA		$26,705.00	$26,705.00
1	MT-HARP700800 Item not shipped at this time.	Maintenance Harpoon 700/800	EA		$1,914.00	$1,914.00

This is an estimate of what our maintenance cost would be for the upcoming renewal period 1-30-2015 – 1-29-2016 – will need to confirm pricing w/ Harris prior to renewal

Harris Proprietary

Quote	QTE6779-04827
Date	4/21/2014
Page:	2

Quotation

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Bill To:

Tempe Police Department
Michael Greene
8201 S. Hardy Drive
Michael_Greene@tempe.gov
Tempe AZ 85284

USA

Ship To:

Tempe Police Department
Michael Greene
8201 S. Hardy Drive
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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	TEMPE	WPG3	BEST WAY	Net 30	0/0/0000	5,699

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE Prices are subject to change. Quotes are valid 180 days from issue date. Attached Ts&Cs are applicable to all resultant orders.		*			$0.00

Remit Payment To:

Electronic Funds Transfer (EFT):	*GCSD Mail Deposits:*	*GCSD Overnight Deliveries:*
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600

Please reference the invoice number with your payment. **Harris Tax ID# 34-0276860**

Subtotal	$41,062.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$41,062.00

Contract Modification Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T12-078-01

Issue Date: 04/24/2014

Harris Corporation
Ms. Patty Sciandra
P.O. Box 9800, M/S R5-11A
Melbourne, Florida 32902-9800

Effective Date: 12/01/2013

Contract Description: Maintenance Agreement for Harris Products

This Contract modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the contract.

The following is a list of current Harris equipment and the status of maintenance schedules for the time period from December 1, 2013 through January 29, 2015:

Item No.	Product Description	Serial Number	Maintenance Term	Maintenance Cost
1.	Harpoons 2100	#160	12/01/2013 – 01/29/2015	$1,595.00
2.	Harpoons CONUS	#1066	12/01/2013 – 01/29/2015	$1,595.00
3.	AmberJack W	#399	12/01/2013 – 01/29/2015	$3,988.00
4.	HailStorm	On order	Warranty through 01/29/2015	TBD
5.	Harpoon 700/800	On order	Warranty through 1/29/2015	TBD
6.	KingFish	#432	Discontinued by City	NA

Maintenance Cost Due for the applicable units noted above is $7,178.00.

To Be Completed and Signed By Contractor

Contractor's Name _____

Contractor's Authorized Signature _____ Date: _____

City of Tempe Contract Modification Acceptance

City Procurement Officer Signature _____ Date _____

Central Services Administrator Signature _____ Date _____

Please note your City of Tempe contract number as shown above. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Requesting Department and Contact, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Greene, Michael

From: Curry, Brian <bcurry@harris.com>
Sent: Monday, April 28, 2014 12:42 PM
To: Greene, Michael
Subject: RE: DRAFT Contract Modification Bilalteral - Harris Corporation for 2013-2014 renewal.doc

Michael,

The mod looks okay except that the one year warranty period for the upgraded items will begin upon shipment; and since they have not shipped yet, the warranty will cover them through at least April 2015.

v/r,
Brian Curry

From: Greene, Michael [mailto:Michael_Greene@tempe.gov]
Sent: Thursday, April 24, 2014 2:34 PM
To: Curry, Brian
Subject: DRAFT Contract Modification Bilalteral - Harris Corporation for 2013-2014 renewal.doc

Hi Brian – I have drafted up a contract modification that reflects our current situation for maintenance for the Harris equipment. Could you look at this and confirm if it is accurate. One question would be for the HailStorm and the Harpoon 700/800 – do they have a one year warranty from date of acceptance by City? If so, would that not put them covered under warranty beyond the January 29th date? I might not be interpreting this correctly so please clarify. Thanks Brian

Michael

Greene, Michael

From: Waldron, Gary
Sent: Tuesday, April 22, 2014 8:07 AM
To: Greene, Michael
Subject: RE: Harris Quotation 4760

Everything looks good except the Kingfish...we do not use that anymore.

From: Greene, Michael
Sent: Tuesday, April 22, 2014 8:05 AM
To: Waldron, Gary
Subject: FW: Harris Quotation 4760

Hi Gary – In an attempt to get a feel for our complete Harris inventory, I asked Brian Curry to provide me with a list of all known Harris equipment in the Tempe fleet. He provided the attached list with estimated maintenance costs. These costs are projected for the time period after January of 2015. Can you take a look over this list and confirm if this is what we have in our Harris inventory? Once we all agree on the list I can then update our Contract Modification to show these items. Thanks Gary

Michael

From: Curry, Brian [mailto:bcurry@harris.com]
Sent: Tuesday, April 22, 2014 5:41 AM
To: Greene, Michael
Cc: Davis, Lisa (ldavis29); Rheingans, Raymond; Zelazny, Crystal
Subject: RE: Harris Quotation 4760

Michael,

Attached is a listing of Tempe's inventory with the annual maintenance cost for each. The prices are not prorated to January 29, 2015. Please let us know next steps.

Thanks,

Brian W. Curry

Contracts Manager
Government Communications Systems
Harris Corporation
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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From: Greene, Michael [mailto:Michael_Greene@tempe.gov]
Sent: Monday, April 21, 2014 5:01 PM
To: Curry, Brian

Cc: Davis, Lisa (ldavis29); Rheingans, Raymond; Zelazny, Crystal
Subject: Re: Harris Quotation 4760

Thank you all very much. this would really be helpful

Michael

Sent from my iPad

On Apr 21, 2014, at 1:13 PM, "Curry, Brian" <bcurry@harris.com> wrote:

Lisa,

Can you please provide to Mr. Greene a quote for the subsequent year of Maintenance – 30 January 2015 through 29 January 2016 – a listing of all items in Tempe's inventory or what would be in Tempe's inventory come January 2015?

Since we are providing an estimate beyond 180 days, it is understood the estimate is not binding but only for budgetary purposes.

Thank you.

Brian W. Curry

Contracts Manager
Government Communications Systems
Harris Corporation
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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From: Rheingans, Raymond
Sent: Monday, April 21, 2014 8:00 AM
To: Curry, Brian
Subject: Re: Harris Quotation 4760

Brian ,
FYI. I provided the estimate about 2 weeks ago to Sgt Walderon. They should have that....
Thx
Ray

Sent from my iPhone

On Apr 21, 2014, at 4:20 AM, "Curry, Brian" <bcurry@harris.com> wrote:

Good morning Michael,

Please advise on the following:

1.) Were you able to extend the attached contract?
2.) Are you still waiting on Harris to provide a quote, per your request below?

Thank you.

Brian W. Curry

Contracts Manager
Government Communications Systems
Harris Corporation
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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From: Greene, Michael [mailto:Michael_Greene@tempe.gov]
Sent: Thursday, April 03, 2014 5:30 PM
To: Seiler, Leslie Ann
Cc: Curry, Brian
Subject: RE: Harris Quotation 4760

Thank you Leslie – could you provide me with an estimate for what our maintenance contract amount would look like for the next year after this one would expire I believe in January of 2015? We are trying to get a budget estimate for the coming FY. This would assume all systems would stay as they currently are configured. Thank you

Michael
480-350-8516

From: Seiler, Leslie Ann [mailto:lselle01@harris.com]
Sent: Monday, March 17, 2014 1:41 PM
To: Greene, Michael
Cc: Curry, Brian; Davis, Lisa (ldavis29); Rheingans, Raymond; Thomas, Mariann; Vinson, Lin; Zelazny, Crystal
Subject: Harris Quotation 4760

Please let us know if we can be of further assistance.

Regards,

Leslie Ann Seiler
☎ 800-358-5297 (24/7 Assistance)
✉ wpg@harris.com
Web: www.wpg.harris.com

<mime-attachment>
<QTE6779-04760.TempePD.pdf>

Purchase Order

Tempe

Dispatch via Phone

Purchase Order	Date	Revision	Page
TEMPE-D008183278	11/09/2012		1

Payment Terms	Freight Terms	Ship Via
Net30 Days	Destination	Common

Buyer	Phone	Currency
Michael Greene		USD

City of Tempe
PO ADDRESS
20 E 6TH ST
Tempe AZ 85281
United States

Vendor: 0000081450
HARRIS CORPORATION, GCSD
PO BOX 7247-LB 6759
PHILADELPHIA PA 19170-6759

Ship To: POLICE SUBSTATION
8201 S HARDY DR
Tempe AZ 85284
United States

Bill To: PO BOX
PO BOX 5002
Tempe AZ 85280
United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Harpoon-PA-Kit -2100, single band 2100		1.00EA	16,550.00	16,550.00	11/30/2012
2- 1	Spray-II-U-SW, Stingray II U Software		1.00EA	22,000.00	22,000.00	11/30/2012
3- 1	Additional training for Existing Sofware		16,000.00EA	1.00	16,000.00	11/30/2012
4- 1	Applicable Tax		1.00EA	3,771.15	3,771.15	11/30/2012

All product and services per contract 13-058

Total PO Amount 60,321.15

Authorized Signature

81450

6 26725

HARRIS

RECEIVED

Harris Proprietary

INVOICE

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297

2016 DEC -8 AM 7:57

CITY OF TEMPE ACCOUNTING

REQUISITION # 0000291684

Invoice	Q000000395
Date	October 17, 2016
Page	1 of 2

REC'D (OK TO PAY) JC 11079

DATE 12/1/16

2222-6672

Bill To:
CITY OF TEMPE
MICHAEL GREENE
TEMPE, AZ
Michael_Greene@tempe.gov

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Line Item	Qty	Part Number	Description	Unit Price	Extended Price
The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA Number is referenced on the PO.					
GSA	1	M-18-60-100-000	Mait 18100	$17,804.00	$17,804.00
40085					
GSA	1	M-19-60-308-000	Mait 19308	$1,914.00	$1,914.00
40312					
GSA	1	M-19-60-311-000	Mait 19311	$1,914.00	$1,914.00
36021					
GSA	1	M-19-60-309-000	Mait 19309	$1,914.00	$1,914.00
1066					
The items quoted below are Catalog Priced Items not available on the GSA Contract.					
	1	M-07-60-100-000		$8,250.00	$8,250.00
20103					

Remit to Payment:

Electronic Funds Transfer	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris – GCS Bank of America New York, NY 10038 Account No: 4451124214 ABA Routing No: 111000012	Harris, GCS- Bank of America P.O. Box 419425 Boston, MA 02241-9425	Harris – GCS Bank of America P.O. Box 419425 Boston, MA 02241-9425

Please reference the invoice number with your payment. Harris Tax ID# 34-0276860

Subtotal	$31,796.00
Tax	$0.00
Freight	$0.00
Purchase Price	$31,796.00

Payment Terms: NET 30

8236344

611551

HARRIS

Harris Proprietary

Invoice	QTE6779-05221
Date	1/13/2016
Page:	1

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

2016 JAN 15 AM 11:34

Invoice

Bill To:

Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
diane_gallo@tempe.gov
120 E. 5th Street
Tempe 85281

Ship To:

Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
diane_gallo@tempe.gov
120 E. 5th Street
Tempe 85281

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	TEMPE		BEST WAY	Net 30	0/0/0000	6,152

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		Yearly Maint Agreements provide extended hardware warranty and software upgrades. Each Maint Agreement extends maint for an additional year. See Maint Terms for additional information.	*			$0.00
		Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			$0.00
		The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA Number is referenced on the PO.	*			$0.00
		Maint is prorated so that all units will expire on 1/1/2017	*			$0.00
1	M-07-60-100-000 20103		EA		$6,875.00	$6,875.00
1	M-18-60-100-000 40085	Mait 18100	EA		$16,320.00	$16,320.00
1	M-19-60-308-000 40312	Mait 19308	EA		$1,755.00	$1,755.00

REQUISITION# 279102

REC'D (OK TO PAY) DG

DATE 1-13-16

8223985

606706

HARRIS

Harris Proprietary

Invoice	INV6779-04816
Date	12/9/2015
Page:	1

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Invoice

Bill To:
Tempe Police Department
PO BOX 5002
Tempe AZ 85280

Ship To:
Tempe Police Department
City of Tempe
Police Substation
8201 S. Hardy Dr.
Tempe AZ 85284

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.
TEMPE-0008218954	TEMPE			Net 30	12/8/2015	ORD6779-03001

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		N-07-30-216-000			$51,000.00	$51,000.00
			20103	Serial Number			

REQUISITION # 274211

REC'D (OK TO PAY) DG

DATE 12-29-15

Received 12/9/15
OK to pay
DG

Remit Payment To:

Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6859 C/O Citibank Delaware Lockbox Operations 400 White Clay Center Drive Newark, DE 19711 Phone number: 302-781-1702

Please reference the Invoice number with your payment. Harris Tax ID# 34-0276860

Subtotal	$51,000.00
Deposit	$0.00
Misc	$0.00
Tax	$4,131.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$55,131.00

8218954

Harris Proprietary

Quote	INV6779-05147
Date	4/23/2015
Page:	1

Invoice

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

2015 APR 29 AM 6:52

Bill To:
Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
diane_gallo@tempe.gov
120 E. 5th Street
Tempe 85281

Ship To:
Tempe Police Department
Burke Mattlin
burke_mattlin@tempe.gov
diane_gallo@tempe.gov
120 E. 5th Street
Tempe 85281

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	TEMPE		BEST WAY	Net 30	0/0/0000	6,064

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
			*			$0.00
		Delivery is 180 days ARO. Prices are subject to change. Quotes are valid 180 days from issue date. Attached Ts&Cs are applicable to all resultant orders.				
			*			$0.00
		Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.				
1	N-07-30-216-000		EA		$51,000.00	$51,000.00
		Delivery will be 180 days for the above product after receipt of unit for upgrade.				

New antenna

REQUISITION # 269430

REC'D (OK TO PAY) DG

DATE 4-24-15

Remit Payment To:

Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6859 C/O Citibank Delaware Lockbox Operations 400 White Clay Center Drive Newark, DE 19711 Phone number: 302-781-1702

Please reference the Invoice number with your payment. **Harris Tax ID# 34-0276860**

Subtotal	$51,000.00
Misc	$0.00
Tax	$4,131.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$55,131.00

2214495

5 + TEM

HARRIS

Harris Proprietary

Invoice	INV6779-04172
Date	5/20/2014
Page:	1

Invoice

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

RECEIVED
2014 JUL 22 AM 11:29
CITY OF TEMPE
ACCOUNTING

Bill To:
Tempe Police Department
PO BOX 5002
Tempe AZ 85280

Ship To:
Tempe Police Department
120 E 5th Street
Tempe AZ 85281

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.
TEMPE-0008192756	TEMPE	WPG5		Net 30	11/27/2013	ORD6779-02462

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		SRAY-II-HLS-UP 40085 SRII 0085	StingRay II to HailStorm Upgrade Serial Number		$72,000.00	$72,000.00
1	1		2009523-101 "This $3,500 valued Laptop PC is included in the cost of the Upgrade"	Laptop PC			$0.00
1	1		HARPOON-DB-700-80C 36021	Harpoon PA Kit - Dual Band 700/800 Upgr Serial Number		$15,500.00	$15,500.00
1	1		HLS-L-SW 40085	HailStorm L Software Serial Number		$20,000.00	$20,000.00
1		1	TRAIN-WC-1 L SW training.	Training - West Coast 1-Day Course		$6,000.00	$0.00

PO U
REQUISITION # 8192756
REC'D (OK TO PAY) _____
SUPERVISOR Mwm
DATE 7/18/14

Remit Payment To:

Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6659 C/O Citibank Delaware Lockbox Operations 400 White Clay Center Drive Newark, DE 19711 Phone number: 302-781-1702

Subtotal	$107,500.00
Deposit	$0.00
Misc.	$0.00
Tax	$8,922.50
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$116,422.50

Please reference the invoice number with your payment. Harris Tax ID# 34-0276860

630431

Cellebrite, Inc.
7 Campus Drive
Suite 210
Parsippany NJ 07054
United States
Tel: +1 201 848 8552
Fax: +1 201 848 9982
Tax ID #: 22-3770059

039931

RECEIVED
2017 JAN 23 AM 10: 20
CITY OF TEMPE
ACCOUNTING

cellebrite
delivering mobile expertise

Invoice

Invoice #: INVUS178025
Date: 09-Jan-2017
Sales Order #SOUS14970

Bill To
Tempe Police Department
120 E. 5th St
Tempe Arizona 85281
United States

Tracey Zimmerle
602-618-4518

Ship To
Tempe Police Department
120 E. 5th St 2nd Floor- Inside Delivery
Tempe AZ 85281
United States

Sean Still
602-618-4518

PO #	Ship Date	Terms	Freight term	Currency
0000292916	09-Jan-2017	Net 30	FCA	USD

Quantity	Item	Period Start Date	Period End Date	Product SN	Unit Price	Ext Price
2	A-SOW-07-023 UFED Touch Ultimate SW renewal	28-Jan-2017	27-Jan-2018	5914002 1848740632 5913972 1637877509	3,099.00	6,198.00

Subtotal	$6,198.00
Total	$6,198.00
Amount Due	$6,198.00

Item	Serial Numbers
A-SOW-07-023 UFED Touch Ultimate SW renewal	5914002 1848740632 5913972 1637877509

Order Creator: Cardell Henderson

Terms & Conditions:
Terms and conditions:
- Payment terms: As mentioned above; 1.5% per month interest on late payment.
- Shipping: As mentioned above, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
, 12 months software support included in initial purchase.
The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: http://legal.cellebrite.com/us/index.html).

REQUISTION: 292916
REC'D (OK TO PAY):
SUPERVISOR:
DATE: 1/19/17

8239042